THIRD

REPORT

FROM THE

SELECT COMMITTEE

APPOINTED BY THE

HOUSE OF COMMONS,

ASSEMBLED AT WESTMINSTER IN THE SIXTH SESSION OF THE THIRTEENTH PARLIAMENT OF GREAT BRITAIN,

TO ENQUIRE INTO THE

NATURE, STATE AND CONDITION,

OF THE

EAST-INDIA COMPANY,

AND OF THE

BRITISH AFFAIRS IN THE EAST-INDIES.

LONDON:

Sold by T. EVANS, at No. 54, Paternoster-Row; and W. DAVIS, the Corner of Sackville-Street, Piccadilly.

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The Committee appointed to enquire into the Nature, State, and Condition of the East-India Company, and of the British Affairs in the East-Indies,

HAVING stated, in a schedule in a former Report, a sum of five lacks of rupees received by Lord Clive, from the Begum or mother of Nudjum ul Dowlah, in the year 1766, and having engaged, in the same Report, to complete and lay before the House their enquiries concerning that transaction; they proceeded accordingly; and, considering the nature of the subject, they think the best means to enable the House to judge accurately thereupon, will be to lay before them the whole of the evidence, as it stands upon their proceedings.

The first evidence your Committee have to lay before the House, on this head, is that of Francis Sykes, Esquire, and General Carnac, whose examinations were taken on a former occasion; and are as follow;

Francis Sykes, Esquire,

Was you present with Lord Clive and General Carnac, the 8th of April 1766, at any visit paid to the mother of Nudjum ul Dowlah?

I was there upon a visit with Lord Clive: cannot recollect whether General Carnac was there or not—there was a third person.

What passed there?

After the usual compliments, the mother presented to his Lordship a teep, for the sum of, I think, five lacks of rupees, declaring at the same time, that she had reserved it for his Lordship's own use, by the particular request of Myr Jaffier before his decease, and that the Nabob had intended to have presented it himself, in case he had survived till his Lordship's arrival.

Did you speak the language sufficient to understand all that was said?

I did, and was the person myself that interpreted; there was another person present who understood English as well as Persian, his name was Nobekissen.

Are you perfect in the language of the country?

I do not understand the language of the country perfectly.

When you transacted business of your own, did you generally use an interpreter, or did you interpret for yourself?

In all transactions with the Nabob and the government's officers, either with respect to the Company or myself, I never made use of any interpreter.

When was the first information you had of the legacy?

I heard it mentioned, but by whom I cannot tell, upon our arrival in the river; it was merely rumour.

Do you recollect any person who told you so?

I do not.

When was the first time you ever heard of the legacy from a man of credit?

I do not recollect to have had any conversation with any person about it.

Did you understand, before you had waited on the mother, that you was to receive this money?

I did not know the nature of the business on which we waited upon the mother, but waited on her as a mere matter of compliment.

Did Lord Clive refuse it at first, when the mother offered it?

He did not.—At the visit to the Begum, where I mentioned Lord Clive's accepting the teep from her, or his Lordship's receiving it, he mentioned to me, or soon afterwards, his intention to appropriate it to the institution of a military fund for relief of distressed officers and soldiers in the East-India Company's service, which he afterwards fulfilled.

Your Committee then called General Carnac, whose examination was as follows:

Was you present at the visit with Lord Clive and Mr. Sykes, to the Begum, in April 1766?

I am pretty certain I was not; I do not recollect that I was ever with her.

Was you with Lord Clive, at the city, at that time?

I went up with him.

When did you first hear of the legacy which was left to Lord Clive by Myr Jaffier?

I was a great way up the country, and it was probably a considerable time after.

Do you remember any man of credit in the country, who ever mentioned this legacy to you?

I do not particularly remember any persons, but imagine many must have mentioned it to me?

Your Committee then read the following papers, copies of which are hereunto annexed, No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11.

A Letter from Lord Clive to Mr. Sumner and council, 8th April 1766.

Minute on consultations, 14 April, 1766, with the opinion of the board, and letter in answer to Lord Clive.

Paragraph 108 and 109 of letter from the president and council of Fort William, 28th November 1766.

General consultations, 11 December 1766.

Do ——— 28 January 1767.

Letter from Nudjum ul Dowlah to Lord Clive, received 9 June 1765.

Then Governor Johnstone produced to your Committee, a letter, stated to be an original letter from the Nabob Nudjum ul Dowlah to Nundcomar: two translations of which are hereunto annexed, the one liberal, No. 12, the other literal, No. 13.

Then your Committee examined Goreshamdass, who was formerly moonshee, or Persian translator to Colonel Graham, and his examination was as follows:

Have you ever seen the seal of the Nabob Nudjum ul Dowlah?

I can't say.

Do you know the hand-writing of Nundcomar?

I think I do, and that the letter is endorsed by Nundcomar in the Persian language, importing "The answer is written."

There are also certain Persic words, importing, "Received the 3d of the Month of the Zeear, in the 7th year," which I suppose to have been written by the Moonshee of Nundcomar.—There was 6 or 7 days between the date of the letter and the receipt.—My reason for saying 6 or 7 is, because there is a difference in the number of days in months, according to their computation.—The letter is marked with a seal, containing the name of Nudjum ul Dowlah.

What is the signature or mark at the bottom of the letter?

There is a mark signifying, "Stop here," which is the usual way of finishing a letter among the great people of that country;—that word is not written in the same hand as the letter.——The words, "Stop here," are always wrote by the principal;—the body of the letter by his Moonshee.

Have you any reason to believe that that mark was written by the Nabob Nudjum ul Dowlah?

Only this: the usual custom of the country is, that when the letter is written by the Secretary, the principal person puts this mark; and if this letter is from Nudjum ul Dowlah I suppose that mark might be written by him.

Your Committee then called Captain Swinton, whose examination was as follows:

Are you acquainted with the hand-writing of Nundcomar?

I have often seen the hand-writing of Nundcomar, but cannot from memory take upon me to say what is and what is not his hand-writing.—On comparing his writing with any other I believe I could form a Judgement.

When you was secretary to General Carnac, had you any correspondence with Nudjum ul Dowlah?

I have.—I have received letters from him.

Is the seal upon the cover now presented to you similar to those seals from the Nabob which you received in the course of that correspondence?

Nudjum ul Dowlah's name is upon this seal.—I cannot positively say, without having another to compare, whether it is exactly similar.

Do you believe it to be the seal of Nudjum ul Dowlah?

I cannot decide upon that.—I cannot form an opinion without comparing it with others of his seals, of which I have several.—At the same time I must observe, that there is nothing more easy than to counterfeit those seals, and that it is frequently practised in that country to put false letters, under the covers of other people.

Are

Are you acquainted with the hand-writing of Nudjum's Moonſhy ?

I am not.

Had the letters you received from Nudjum ul Dowlah a mark at the concluſion, ſimilar to that upon the letter now preſented to you ?

I rather think not.—I have ſometimes received letters from great perſons with a ſignature at the bottom, but many more without any, as it is not an uſual thing but upon particular occaſions.

As you ſaid you received letters from the Nabob Nudjum ul Dowlah, did you ever receive one with a mark ?

I have already ſaid that I rather think not.

If a perſon was to write a letter and put the mark before explained, would it be conſidered as a forgery ?

If he copied the Nabob's own mark it would certainly be a forgery.

Is forgery a capital crime in India ?

I don't know the law on that ſubject, but I never knew any one capitally puniſhed for it.

Do you believe this letter, upon viewing it with all its circumſtances, to be a genuine letter from the Nabob Nudjum ul Dowlah to Nundcomar ?

I have ſome doubts about it, but wiſh to conſider it more at leiſure before I give an opinion.—I think it unlikely that the Nabob ſhould write to Nundcomar in the ſtile he does concerning Nobekiſſen, as giving him information, which I ſhould ſuppoſe he was well acquainted with before, Nobekiſſen having been long in Nundcomar's ſervice.

Was Nobekiſſen made a Rajah ?

I have heard ſo, and believe he was.

Mr. Goreſhamdaſs was again called, and aſked,

What is the puniſhment for forgery in India ?

The right hand to be cut off.

Do you know of any inſtance of a hand being cut off for that offence ?

No.—I have heard of ſuch puniſhment being inflicted for that crime.

Your Committee then read the following papers, copies of which are hereunto annexed, No. 14, 15, 16, 17, 18, 19, and 20.

The deed between Lord Clive and the Company, with the regulations.

Muxadabad conſultations, 17th December 1770 : the Begam's letter of complaint againſt Mahomed Reza Cawn.

Ditto 3d January 1771 ; anſwer to ditto.

Par. 33. of Lord Clive's letter to the Committee of correſpondence, 28th Auguſt 1767.

Letter from ditto to the Court of Directors, 16th January 1768.

The opinion of Sir Fletcher Norton, relating to the legacy from the Begam.

Par. 136 and 137 of letter from the Court of Director's to Bengal, dated 16th March 1768.

State of military fund.

Captain Swinton having had the letter produced by Governor Johnſtone, ſome days in his poſſeſſion, in order to compare it with others in the poſſeſſion of Lord Clive and General Carnac, and being again examined with regard to the ſaid letter from the Nabob Nudjum ul Dowlah to Nundcomar, was aſked,

Have you examined the letter in Perſia delivered to you, with other Perſian letters from Nudjum ul Dowlah, ſaid to have been in your poſſeſſion ?

I have compared it with four letters from Nudjum ul Dowlah—Two of which I find are ſealed with his father's title of Suja al Moolck, which was conferred upon him by the King, after his father's death—the other two with ſeals exactly ſimilar to that delivered to me by the Committee : All theſe letters are to General Carnac—I have not been able to find any to myſelf from Nudjum ul Dowlah—I have examined 50 letters received by Lord Clive in the courſe of a month from the King, Sujah Dowlah, Mynyr o Dowlah, Syffa Dowlah, Mahomed Reza Cawn, and others.—I found only three of theſe that had any ſignature to them, viz. one from the King with a mark called Byze—One from Syffa Dowlah, marked Vuſſalaam, which means " Farewell "—according to Meninſki, it alſo means *ne plus ultra*—and one from Sujah ul Dowlah, with the mark of El Hawk, which means *Stop*.

After having had time to examine the letter delivered to you, and comparing it with others, do you believe it to be an original letter from Nudjam ul Dowlah to Nundcomar ?

I believe the cover to be ſealed with one of Nudjum ul Dowlah's ſeals—the writing of the body of the letter is very ſimilar to ſome of thoſe others now produced from him, as is likewiſe the mark at the end.—Of the 50 letters which I examined, 6 of them were dated on the outſide of the cover; the date of the receipt was written in Engliſh on all of them, and in Perſian on [illegible] of them—none of them were dated in the letter itſelf—6 of them were not addreſſed, perhaps owing to their having been ſent in bags, and 4 of them had no cover.—All thoſe from Nudjum ul Dowlah (that I have found) to General Carnac, are dated and ſigned with the above-mentioned mark of El Hawk—there were none from him in the 50.—In another bundle I found ſeveral from Syffal Dowlah to Lord Clive, all or moſt of which were marked with the word Verſſalaam, and dated—in the ſame bundle there was one from Syfa al Dowlah to General Carnac, ſigned with the ſame mark as Nudjum ul Dowlah's letters.

With

With respect to the two tranflations, the reading of the Perfic is a matter of difficulty with me; I therefore only attended to the particular paragraph, which, on the Moonfhee's reading the letter, ftruck me at the laft meeting to be fomewhat different from his tranflation, and my opinion was confirmed by the tranflation afterwards produced.—I have now examined that paragraph more particularly, and given what I think a literal tranflation of it—as to the reft of the letter, I don't find any material difference between the original and the tranflation: the paragraph referred to is literally, in my opinion, as followeth; "At laft, according to difpofitions (or arrangements) a note of five laak of rupees, under the feal of the "Begum, was given, which, with the utmoft difficulty and pains they took." In the tranflation by Gorefhamdafs, the fame paragraph is tranflated as follows: "At laft they took a "note of 5 lack of rupees in jewels, gold mohurs, and rupees, under the feal of the faid "Begum, which, after many protefts, was given to them, and they received it after many "excufes."

Is the mark at the end of the letter, produced by Governor Johnftone, peculiar to the Nabob Nudjum ul Dowlah, or is it ufed by other people?

I thought it was peculiar to him till I examined fome letters, from whence I found, that it was ufed by others, as above-mentioned.

Three papers ftated to be the original certificates, of which copies were read before, were produced by Mr. Strachey; and likewife attefted tranflations of the fame.

Your Committee then examined Henry Strachey, Efquire, as follows:

Was it ufual for Lord Clive to deliver other originals to you, of which the tranflations were left in the office?

Lord Clive's moonfhy has frequently delivered to my care, Perfic letters, after the tranflations had been entered on the public books.

Were thofe letters refpecting the bufinefs of the Company?

I could not read the Perfian language, nor to my memory did I ever read a tranflation of any of them.

What knowledge have you of the tranflates being entered on the Company's books?

No other than that it was cuftomary, and that it is the office of the Perfian tranflator fo to do.

Do you believe that the letters in general were delivered to you?

I believe they might have been, but I cannot anfwer for the accuracy of bufinefs in a Perfian tranflator.

Do you think that, except from the inaccuracy of the Perfian tranflator, they were all delivered to you?

Perhaps they were.

Memorandum. [Mr. Strachey, added the following, about an hour after his evidence was given, but before the Committee adjourned.

But I recollect that many of the letters of the country correfpondence were ftolen at Chuprah.

Memorandum. On book of country correfpondence 1765, read as follows, viz. The above 58 letters are all the country correfpondence which ever came to my hands, befides thofe beginning May 5th. A. No. 1. and proceeding regularly till December 1766.—The remaining Letters and anfwers to them were, to the beft of my knowledge, loft at Chuprah, by a robbery, there committed upon the munfhies, in whofe cuftody they then were.

December 16, 1766. Rob. Maddison, Perfian Tranflator.

Where was Lord Clive when the Nabob, the Begam, and Nundcomar gave him thefe certificates?

I can't tell—I fuppofe at Muxadabad.—I don't recollect when or where they were delivered to me, but they were all delivered at the fame time.

Were they delivered to be kept as evidence of Lord Clive's title to the 5 laaks.

They were delivered to me to take care of.—I do not recollect that any particular purpofe was mentioned.—I knew at the time that they were certificates relative to the five laaks.

Who informed you fo?

I don't recollect whether I was informed fo by Lord Clive, or the Perfian tranflator.

Gorefhamdafs being again examined, was afked the following queftions:

Was the mother of Nudjum ul Dowlah ever married to Myr Jaffier?

I believe not.

Was it fo underftood in general?

Yes.

If a man is married in that country, and leaves a wife and children, to whom does his property go at his deceafe?

To his lawful wife; and after her death to the children; the fons taking certain proportions, and the daughters inferior ones; but fons and daughters equally amongft themfelves. When they have neither wife, nor children, they may give their property by will; in the contrary cafe they cannot.

Do you mean Gentoos or Mahometans?

In the cafe of Mahometans, the above rule prevails—in the cafe of Gentoos, it goes only to the fons: neither can a man leave his effects from a brother, or fifter, or other lawful heir.

Does

Does this rule hold good with the Nabobs?

I believe it does, but it depends on their power.

Henry Strachey, Efquire, was then afked,

Were thefe tranflations the firft that were made?

I believe not.

Your Committee then again called Captain Swinton, who was afked the following queftions.

On comparing the mark of the certificate from the Nabob with the mark to the letter produced by Governor Johnftone, do you think that both marks are written by the fame hand?

I do not think they were, neither do I think it like the marks to the letters.

As the marks are not made by the fame perfon, do you think either of them were made by the Nabob?

As I never faw the Nabob write, I cannot fay whether either of thefe or any of the others were actually his own hand writing.

What is the fcroll at the top of the Nabob's certificate?

It feems to be Munzureft, but it is very ill wrote:—It fignifies in Englifh, "it is acknowledged or agreed to."

Do you fuppofe that was written by a Moonfhy, or by the Nabob?

It does not feem to have been written by a Moonfhy, whofe profeffion is writing, becaufe it is fo very ill wrote.

Does the certificate appear to you as authentically the Nabob's as any other letter you have ever feen of his?

It is fealed with one of the feals ufed by the Nabob, with the title of Sujah ul Moolk; but it is impoffible for me to declare any of thofe Perfic papers to be actually the deed of the Nabob.

Do you think that the writing of any of the letters now compared is fimilar to the writing of the certificate?

I cannot decide pofitively, I rather think them to be different.

How many Moonfhys had the Nabob?

Several.

Gorefhamdafs being again examined, was afked the following queftions,

Is the mark at the bottom of the letter, produced by Mr. Johnftone, like the mark at the bottom of the Nabob's certificate?

No,—they are very different, and fo is the writing from all the letters I have feen here.

What is the fcroll at the fide of the Nabob's certificate?

It is Munzuras, and means "it is granted," but it is written I believe juft as a perfon writes at the time of his death, and is not able to write properly; or a perfon trembling and going into fits, and cannot hold the pen properly; or like a boy of 4 or 5 years of age, who does not know how to write;—it is written with a broken pen, that was mended for every ftroke.

Do you think it is the hand-writing of the Nabob Nudjum ul Dowlah?

By thofe marks I have feen on Mr. Swinton's letters, and the letter produced by Governor Johnftone, it appears quite different;—there is no fimilitude at all.

Is it not poffible that the mark to the certificate may be the Nabob's own writing, and the marks to the letters put by the Moonfhees?

It is not ufual for the Moonfhy to write both the letter and the mark, that being always put by the principal perfon.

Are the fcroll at the fide, and the mark at the end, written by the fame hand?

I fuppofe he muft have made another pen, if they were written by the fame perfon.

Are the certificates of Meny Begum and the Nabob wrote by the fame perfon?

I believe they are.

Captain Swinton being afked the fame queftion, faid,

I think them extremely different.

Your Committee then examined the Right honourable Lord Clive, who delivered in a paper in the following words, and alfo the depofition of Mr. Simeon Droz, copy of which is hereunto annexed, No. 21.

"A few days after my arrival at Calcutta, in May 1765, the Nabob Nudjum ul Dowla "came down from Muxadabad to vifit me: that every day, or the day after, we rode out "together in an open chaife; and Nobekiffen, who fpoke Englifh, and was the interpreter, "rode behind.—The Nabob took that opportunity to inform me that his father had left me "5 lack of rupees, which he faid were in Jewels, Gold, Mohurs, and Silver, and that the "whole was in the hands of his mother the Begum, who would pay it whenever I pleafed. "I mentioned this circumftance to feveral gentlemen very foon after, particularly to Mr. "Strachey and Mr. Verelft. At that time I refolved in my own mind not to accept the "legacy; but afterwards, when, in obedience to the company's commands, we had ordered "the double batta of the army to be ftruck off, it occurred to me, that that legacy might "be converted into a military fund for the benefit of invalid officers and foldiers, and "widows:—upon that principal I demanded payment of the legacy in April 1766. At firft "I thought of confining this fund to the benefit of the army in Bengal only, but wifhing

" to have it extended to all the Company's other ſettlements, and thinking the 5 lack in-
" ſufficient, I applied to the Nabob Syf ul Dowlah to add 3 lacks more, to which he rea-
" dily conſented, upon my explaining to him the purpoſe to which the money was to be
" applied."

At what time did your Lordſhip receive the Perſian certificates produced by Mr. Strachey ?

I cannot be certain, but I think in the Month of April 1766.

Did you receive them all at the ſame time ?

I imagine ſo, but don't know: I imagine it muſt have been at Muxadabad that I received them.

Were the certificates taken by your direction ?

As I learnt by word of mouth from the Nabob Nudjum ul Dowlah, that ſuch a legacy had been left me by his father, I deſired a particular account of the manner in which that legacy was left me might be given in writing by thoſe perſons who were preſent upon the occaſion: I cannot recollect who I employed on this occaſion, but in all probability it was Nobekiſſen.

Who wrote the Engliſh words on the certificates?

I don't know.

Henry Strachey, Eſq; being aſked the ſame queſtion, ſaid,

I believe them to be in Mr. Maddiſon's hand-writing.

Lord Clive being again examined, was aſked,

Had your Lordſhip any tranſlation made at the time ?

I can't recollect.

Why did not you lay the tranſlations before the board till January 1767 ?

Becauſe I did not think it neceſſary, until I had formed a plan for the diſpoſition of the money in a military fund.

Is it cuſtomary in Indoſtan to grant certificates, without dates of the time of their being granted ?

I believe it is very cuſtomary to write letters, and of courſe certificates, without dates.

In letters is not the date generally marked on the outſide of the cover ?

I am not acquainted with the Perſic language, and do not know whether they are or not.

When the Nabob acquainted you of the legacy which his father had left you in 1765, when in the chaiſe as above ſtated, did you tell him that you was reſolved not to accept it ?

I did not give him any poſitive anſwer; but imagine that I rather ſeemed to decline it.

Was the affidavit of Mr. Droz taken at your deſire ?

Yes.

What were the foundations of your ſcruples againſt receiving the legacy in the firſt inſtance ?

Becauſe I had promiſed to the Court of Directors and Proprietors, that I would not benefit myſelf, directly or indirectly, in the value of one ſhilling by my government in India.

Did you ever hear of a perſon making a will in that country ?

I have heard from other Engliſh gentlemen, that they do make wills in that country.

Did you ever ſee a certificate in India without a date ?

I do not recollect ever to have ſeen any others than theſe.

Mr. Goreſhamdaſs being again examined, was aſked,

Do you know what is meant by a will ?

Yes—I mean a diſpoſal of things according to a perſon's own choice, to take place after the death of the perſon making that diſpoſal.

Do you know any inſtance of a will ſo made ?

Yes—my uncle on my mother's ſide, before the time of his death, but when he was in his right ſenſes, made a will to diſpoſe of every thing to my mother after the time of his death.

Then Lord Clive was aſked the following queſtion:

Was the covenant, making the legacy of five lacks of rupees, a collateral ſecurity for the payment of your Jaghire, in caſe you ſhould be evicted of that Jaghire of no value ?

It will be time enough to anſwer that queſtion when the money is received, and diſpoſed of by me.

Your Committee then examined William Bolts, Eſq; who was aſked the following queſtion:

What is the letter in your hand?

It is a letter which I received from Nudjum ul Dowlah, in February 1765. I waited on the Nabob with the letter, and he avowed it to be his.

Mr. Goreſhamdaſs being ſhewed the letter produced by Mr. Johnſtone, and that produced by Mr. Bolts, was aſked,

Are the marks at the bottom of them the ſame ?

Yes.

Did you ever know any certificate without a date ?

I never ſaw any one certificate without a date, but the three produced by Mr. Strachey ;

ner

nor without the feal of the Cazee, and the atteftation of two witneffes. In places where there is no Cazee, there is an affembly of people, and they teftify.

Did you ever fee any other certificates?

Yes.

What fort of papers are thofe attefted with the Cazee's feal, and two witneffes?

Certificates, wills and bonds, and grants, and of the fort of certificates now produced.

Did you ever fee any certificate of that fort?

I have feen certificates of that nature, but not without fignatures of witneffes, feals, and dates.

Did you ever fee any certificates from Nabobs?

No.

Did you ever hear of Mahometans making wills?

Yes.

Did you ever know of a verbal will, with regard to money, being made, and carried into execution?

I never heard of one being made.

Twenty certificates under the Cazee's feal, of the prices of goods at different places, were produced and proved by Mr. Swinton, Gorefhamdafs, and Mr. Bolts, to be dated and witneffed.

Then William Bolts, Efquire, was again examined.

Did you ever know a certificate in Bengal, that was not dated?

I never did, and according to the cuftoms of Indoftan fhould have deemed fuch a declaration invalid.

Have you any certificates under the hand of the Nabob?

Yes—I have perwannahs under the hand of the Nabob, Sujah ul Dowlah, which are figned, fealed, and dated—a receipt from the King, which is dated and fealed—a bond from Sujah Dowlah, which is dated and fealed—perwannahs under the hands of Mr. Verelft and Mr. Cartier, which are dated, figned, and fealed, and various duftucks and paffes, which are all figned, fealed, and dated; which I now produce.

The papers being produced, the feals and dates were confirmed by Mr. Swinton and Gorefhamdafs.

And Mr. Bolts being further examined, was afked,

What is the purport of thefe perwannahs from Sujah Dowlah, now produced?

They relate to the trade in falt petre.—The bond from Sujah Dowlah is for money and goods, which I furnifhed him in his diftrefs—the receipt from the King is from him to Mr. Rafael, for duties paid at Illahabad.

Then Gorefhamdafs was afked,

Do you think Nundcomar would come to England?

Without force he can't come, becaufe it is contrary to the laws of his religion, he being a Bramin—it is contrary to the religion of the Hindoos to come to England—the confequence would be lofing their caft; but by paying money and doing penance at their return, they would regain it.—I am a Hindoo.

Is a Hindoo deemed infamous by quitting his country?

It is contrary to the law, but he recovers himfelf by penalty and penance.

Did you ever know any inftance of Hindoos, who loft their caft by going upon the fea, who afterwards regained it?

I never heard of a Hindoo going upon the fea out of my country, but from the coaft of Malabar they go very frequently, and are not affected by it.

Do they go long voyages?

I don't know, but they go upon the fea.

Does any but the failor caft go?

Yes—fome others—I don't know what, for I never was in that country.

Then Henry Strachey, Efquire produced to your Committee an original certificate or declaration fealed by Sujah Dowlah, in the fame manner as the certificates relating to the Nabob's legacy to Lord Clive, and the feal proved by General Carnac.

It having been obferved, that Mr. Droz's certificate is not figned by him, Mr. Strachey produced the original letter from Mr. Droz to Lord Clive, in which the faid certificate came inclofed to Lord Clive, a copy of which is hereunto annexed, No. 22.

And Governor Johnfon being examined, was afked the following queftion,

How came you by the letter from Nudjum ul Dowlah to Nundcomar, produced by you?

The letter was delivered to me by a gentleman who was in Bengal at the time thofe tranfactions happened, and he told me he received it from Nundcomar himfelf, foon after it was wrote, and he fhewed me, at the fame time, a tranflation of the letter by Mr. George Vanfittart, whofe hand-writing I know, and permitted me to take a copy of that tranflation, which is the literal tranflation I produced to the Committee; but the gentleman, unwilling to involve himfelf in any difputes, took my promife that his name fhould not be mentioned to the Committee, which I before related on producing the letter.—The reafon why he would not give me the original tranflation was, becaufe it was endorfed by fome perfons, whofe hand-writing might be known.—The letter muft ftand upon the evidence

that

that is produced to authenticate it as an original.—I readily delivered it, in the preſence of the Committee, to Mr. Swinton, General Carnac's Perſian tranſlator, to compare it with all the correſpondence of Nudjum ul Dowlah with Lord Clive, General Carnac, and himſelf; and alſo to compare the indorſement, by Nundcomar, with his correſpondence.—The evidence of Mr. Swinton, after having had it two days in his poſſeſſion and compared it, will ſhew what reliance may be had on it as an original.

APPENDIX.

No. 1.

Fort William General Conſultations, 14th April, 1766.

LETTER from the Right Honourable Lord Clive, dated the 8th inſtant, at Mootejil, read, ſignifying to us his intention of appropriating a legacy of five lacks of rupees, bequeathed to him by the late Nabob Meer Jaffier, as a fund for the relief of the officers and private men who have become invalids in the honourable Company's ſervice, and the widows of ſuch as may have loſt their lives in it, unleſs the Company ſhould think proper to claim, and be able to prove, a right to the ſame under the new covenants; and that he intends the governor and council of Fort William to be perpetual truſtees for the appropriation of this fund in India, and the Court of Directors in England.

The board are unanimouſly of opinion, That the receipt of the legacy bequeathed by Meer Jaffier to Lord Clive, is no ways prohibited by the new covenants; and cannot here help expreſſing the lively ſenſe we have of this generous and well placed donation to ſuccour diſtreſs, which has ſo long called for relief. Agreed to return an anſwer to his Lordſhip accordingly, and at the ſame time to acquaint him, that we ſhall chearfully accept the honour he intends us, in appointing us truſtees for the appropriation of this fund in India.

Ordered, That Lord Clive's letters on this occaſion, with the anſwer be entered after theſe minutes.

No. 2.

Fort William General Conſultations, 14th April, 1766.

To William Brightwell Sumner, Eſquire, &c. Gentlemen of Council at Fort William.

Gentlemen,

I Have the honour to inform you, that upon a ſuppoſition, that the receipt of a legacy was not intended to be prohibited by the new covenants, I have received from the Begum, wife of the late Nabob, Meer Jaffier, an obligation for the ſum of five lacks of rupees, which was bequeathed to me by his Excellency a few hours before his death, in the preſence of many witneſſes, whoſe atteſtation ſhall, as ſoon as poſſible, be laid before the board. When this obligation is diſcharged, I ſhall immediately pay the amount into the Company's Treaſury at Calcutta. The intereſt ariſing therefrom I propoſe ſhall be annually diſtributed in ſuch Proportions as I eſtabliſh, among a certain number of officers, non-commiſſion officers, and private men, who are diſqualified from further ſervice, by wounds, length of ſervice, or diſeaſes contracted in the ſervice of the Company, and whoſe fortunes may be too ſcanty to afford the former a genteel, the latter a comfortable ſubſiſtence in their native country. I intend further, that the widows of all ſuch officers and ſoldiers as ſhall have been entitled to this bounty, or whoſe huſbands ſhall have loſt their lives in the ſervice, ſhall receive a certain proportion of the ſame during their widowhoods, The governor and council of Fort William will be perpetual truſtees for the appropriation of this fund in India, and the court of directors in England. On my return to the preſidency, or ſooner, if buſineſs will permit, I ſhall have the honour to lay before you ſuch regulations as I may think

think beſt adapted to the fulfilling my purpoſes above-mentioned; and on my arrival in England the ſame ſhall be confirmed, with a proper inſtrument or deed of gift of the principal and intereſt of the ſaid five lacks of rupees for ever, agreeable to the due forms of law, unleſs the Company ſhould think proper to claim, and be able to prove, a right to the ſame under the new covenants.

I have the honour to be, with the greateſt reſpect, Gentlemen,

Mootejyl, Your moſt obedient and moſt humble ſervant,

8th April, 1766. CLIVE.

To the Right Honourable Robert Lord Clive, &c.

My Lord,

We have received your favour of the 8th inſtant, expreſſing your intention of appropriating the legacy of five lacks of rupees, bequeathed to your Lordſhip by the late Nabob, Meer Jaffier, as a fund for the relief of the officers and private men, who are become invalids in the honourable Company's ſervice, and the widows of ſuch as may have loſt their lives in it. We are unanimouſly of opinion, that the receipt of this legacy is no way prohibited by the new covenants, and cannot help expreſſing the lively ſenſe we have of this generous and well-placed donation to mitigate diſtreſs, which has ſo long looked for relief.—So noble an example of beneficence cannot fail to inſure the applauſe and approbation of every one; and we ſhall chearfully accept the honour intended us by your Lordſhip, in appointing us truſtees for the appropriation of this fund in India.

We have the honour to be, my Lord,

Your Lordſhip's moſt obedient humble ſervants.

No. 3.

Extract of the General Letter from Bengal, dated the 28th November, 1766.

108. LORD Clive, in a letter to the board from Mootaghel, dated the 8th April laſt, informed us of his intention to appropriate a legacy of five lacks of rupees, bequeathed to him by the Nabob, Meer Jaffier, as a fund for the relief of the officers and private men who have, or may, become invalids in the Company's ſervice, and the widows of ſuch as may loſe their lives in it, unleſs the Company ſhould think proper to claim, and prove a right to the ſame, by the new covenants. His Lordſhip alſo purpoſed, That the preſident and council of Fort William ſhould be perpetual truſtees for the appropriation of this fund in India, and the court of directors in England.

109. As we do not conceive ſuch a legacy to be prohibited by the covenants, we acquainted his Lordſhip, in anſwer, That we ſhould chearfully accept the honour he intended us, in acting as truſtees on this occaſion; and as the regulations finally eſtabliſhing this noble inſtitution muſt reſt entirely with his Lordſhip, we have nothing further to obſerve, than that Lord Clive, by ſo generous an inſtance of his diſintereſtedneſs, and zealous attachment to the honour and welfare of the Company, has enſured to your forces the only advantage wherein they have hitherto been inferior to any in the known world, and thereby enſured to you a ſucceſſion of the braveſt and moſt honourable of men and officers.

No. 4.

Fort William General Conſultation, 11th December, 1766.

THE preſident lays before the board, as entered hereafter, a letter from the Nabob Syf-a-Dowlah to Lord Clive, purporting, That laſt year his late brother paid the ſum of ſix lacks of rupees into the Company's caſh, upon bond; that three lacks have ſince been paid to him at Moorſhedabad, and the balance of three lacks, which remain, he deſires may be added to the fund, eſtabliſhed by Lord Clive, for the maintenance and ſupport of the invalid military in the Company's ſervice, and the families of ſuch as may loſe their lives in it.

Ordered, That an intereſt note be granted for the ſaid money, in the name of Lord Clive, in order that his Lordſhip may appropriate the ſame to the purpoſe deſired; and the preſident is requeſted to return our thanks to the Nabob, for ſo handſomely contributing to this charitable inſtitution.

No. 5.

Fort William General Consultation, 11th December 1766.

From the Nabob, Syfe ul Dowlah, to the Right Honourable Lord Clive.—Received 21st October, 1766.

SOME time ago my deceased brother, the Nabob Najim ul Dowlah, paid to your Excellency the sum of five lacks of rupees, agreeable to the commands of our late father, Meer Mahomed Jaffier Cawn; and we hear you have settled that sum for the soldiers, &c.—Last year my late brother paid in six lacks of rupees into the Company's cash, upon bond; of this money three lacks have been paid to me at Moorshedabad, and the balance of three lacks, which remains, I give as a fund to be disposed of in the same manner as the former five lacks, and request your Excellency to settle it after the same manner.

A true Translation. ROBERT MADDISON—Persian Translator.

No. 6.

Fort William General Consultations, 28th January, 1767.

IN my letter of the 18th of April last, I informed you of a legacy of five lacks of rupees left to me by the Nabob, Meer Jaffier, and of the purpose to which I determined it should be applied; I now beg leave to lay before you the several papers which prove incontestibly my title to this legacy; viz. attested copies and translations of Nizama Dowlah's, the Lady Bejum's, and Nundcomar's acknowledgements.

The present Nabob being made acquainted with the fund I had established, and the great encouragement it would be to the officers and soldiers to fight in his, as well as the Company's cause, generously added a present of three lacks of rupees, as will appear by his letter upon that subject, which has already been laid before you. All the bonds are drawn out in my name, but I acknowledge that they are not my property. I make no doubt but the Company will approve of the donation, and that upon my arrival in England, the Court of Directors will accept of my appointing them trustees for the fund. Inclosed is a sketch of the plan I propose for the distribution of the money; which being now a very large sum, should, I think, extend the bounty to all the Company's settlements in general.

No, 7.

A Certificate of a Legacy left by the late Nabob, Meer Mahomed Jaffier Cawn, to the Right Honourable Lord Clive, amounting to Five Lacks of Rupees, in Money and Effects. Given under the Hand and Seal of the Nabob, Najim ul Dowlah.

Place of the Signing.

Place of the Seal.

MY late most honoured father, venerable as Mecca (whose offences are wiped away) when he was alive, of sound mind, and in the full enjoyment of all his mortal faculties, after having appointed me his successor, gave me repeated orders to the following purport: "Out "of the whole money and effects which I have in my possession, I have bequeathed the sum of three lacks, fifty thousand rupees in money—fifty "thousand rupees in jewels, and one lack in gold mohurs; in all, five "lacks of rupees, in money and effects, to the light of my eyes, the Nabob firm in war, "Lord Clive, the hero—accordingly I have deposited the aforesaid amount with my Lady "Begum, and you will distribute what remains, after the settlement on your mother, the "Lady Begum is paid, agreeable to the several proportions which I have allotted." In witness, therefore, to the truth of this promise of the late Nabob, I have given these few lines as a certificate that it may be fulfilled.

The above is a faithful translation from the Persian original, under the hand and seal of the Nabob, Najim ul Dowlah.—Witness my hand this 16th day of January, 1767,

R. MADDISON—Persian Translator.

No.

No. 8.

A Certificate from the Lady Meny Bigum, Wife to Meer Mahomed Jaffier Cawn, and Mother to Najim ul Dowlah.

HIS Excellency the deceafed Nabob, when he was alive, of found mind, and in the full enjoyment of all his mortal faculties, gave me repeated orders to the following purport: "Out of the whole money and effects "which I have in my poffeffion, I have bequeathed the fum of three lacks, "fifty thoufand rupees in money, fifty thoufand rupees in jewels, and one "lack in gold mohurs; in all, five lacks of rupees in money and effects; "to the light of my eyes, the Nabob firm in war, Lord Clive, the hero. "—The remainder, after your marriage fettlement is paid, you will dif-"tribute agreeable to the feveral proportions I have allotted."—In witnefs therefore to the truth of this promife of the late Nabob, I have given thefe few lines as a certificate.

Place of the Seal.

The above is a faithful and literal tranflation from the Perfian original, under the feal of Meny Bigum, wife to Meer Mahomed Jaffier Cawn, &c. Witnefs my hand this 16th of January, 1767.

R. MADDISON—Perfian Tranflator.

No. 9,

THE Nabob, the hero of the empire, Meer Mahomed Jaffier Cawn, deceafed (whofe offences are wiped away) fell fick a few days after his return from Calcutta to Moorfhedabad, and his illnefs daily increafed upon him. When the Nabob (whofe offences are done away) found that he muft take his departure from this mortal world, he at that time gave orders to the Nabob, Nijim ul Dowlah, That out of his whole ready money he fhould pay to the Nabob, Lord Clive, firm in war, the hero, the fum of five lacks of rupees.

Place of the Seal.

The above is a faithful and literal tranflation from the Perfian original, under the feal of Meha-Rajah-Nund-Komar: Witnefs my hand, this 16th day of January, 1767.

R. MADDISON,
Perfian Tranflator.

No. 10.

A Sketch of the Plan propofed by Lord Clive, for the Diftribution of the Legacy left to his Lordfhip by the Nabob, Meer Jaffier, and of the Prefent from the Nabob, Syf-a-Dowlah, in Aid of his Lordfhip's intended fund.

THE whole fum, amounting to eight lacks of ficca rupees, to remain in the Company's treafury at Fort William, bearing the ufual intereft of 8 per Cent. per Annum.

The annual amount of intereft to be diftributed in the manner undermentioned, to fuch a number of officers, foldiers and widows, as the money will admit of, the propriety of whofe claims is to be fettled agreeably to the dates of their certificates.

No officer or foldier is to be entitled to the bounty unlefs he be difabled by wounds, or other accidents, or rendered incapable by age or length of fervices.

No officer or foldier is to be entitled to this bounty, who does not produce a certificate from his commanding officer, of his being an invalid, and rendered incapable of further fervice in India, together with an approbation of that certificate by the governor and council.

This bounty is only to extend to fuch officers as are obliged, through any of the misfortunes above-mentioned, to return to England in indigent circumftances; every officer, therefore, applying for the bounty, muft make oath, in the moft folemn manner, before the governor and council, to the following purport, viz.

A Colonel, That he is not, in real and perfonal eftate, poffeffed of	£. 4,000
A Lieutenant Colonel	3,000
A Major	2,500
A Captain	2,000
A Lieutenant	1,000
An Enfign	750

DIS-

DISTRIBUTION.

To a Colonel	£. 300
To a Lieutenant Colonel	250
To a Major	200
To a Captain	150
To a Lieutenant	100
To an Enfign	70
To a Serjeant	20
To a Corporal	15
To a private Man	10

The widows of all thofe officers and foldiers, who had penfions, are to enjoy one half of the fame, fo long as they remain unmarried.

No. 11.

To the Right Honourable Lord Clive.

From the Nabob No. 109. Received the 9th of June, 1765.

I Have been favoured with your letter, wherein you write that " there is a very large fum " due to the merchants on account of the reftitution: that the monthly payments to " the Company are fome lacks of rupees behind hand; that the Company are diftreffed " in their expences; that the merchants fuffer great inconveniencies from being kept out of " their money; that you underftand I have a very large fum ready in my treafury; and " that you therefore defire I will fpeedily pay fix lacks of rupees."

It is not unknown to you how little I am, at this time, acquainted with the collections of the country. Be there a fmall or large fum ready in the public treafury, I know nothing about it: With regard to the money which is in my houfe in Calcutta, and which you have heard of, the late Nabob, at his departure out of this life, gave five lack to me, and the reft to the Begum. By the bleffing of God, you are a man of juftice, and my elder brother; do whatfoever may be your pleafure.

No, 12.

Tranflation of a Letter from the Nabob, Nudjum ul Dowlah, to Maharajah Nundcomar, dated the 27th of Showal, of the 7th year (the 8th of April, 1766.)

I Had the pleafure to receive your letter and rejoice to hear of your welfare—Thank God, I am alfo well.—I met Lord Clive (the Nabob Ameer al Momalik Sabut Jung Bahadre) and General Carnac (Munfoor ul Muluk General Bahadre) at Plaffey, and they received me very kindly. On the 24th inftant (the 5th of April) his Lordfhip, the General, and Mr. Sykes, arrived at the Kella: the Begum, my mother, fent Hajee Saandut to call thofe gentlemen to her; and after much folicitation, prevailed on them to accept from her a paper under her feal, for five lacks of rupees in jewels, rupees, and gold mohurs; this I have written for your information. With regard to what you write me, that I fhould make known my requefts to his Lordfhip, through the General, I will follow your advice—but Nobekiffen Moonfhy, having waited on me about bufinefs, made many profeffions of fidelity and attachment to me, and then came, in a round-about manner to the point, and fpoke much of the great confidence repofed in him by his Lordfhip—In fhort, from the tenor of his converfation it appears, that there is no one in greater credit with his Lordfhip than he is: Accordingly he faid to me, " Such of the Englifh counfellors and gentlemen of rank " as were my friends, I have caufed to be raifed to dignity and reputation by his Lordfhip, " and Mr. George Gray, and others, who through their pride and felf-fufficiency, did not " confider me, but bore an enmity towards me, them I have caufed to be in fuch a man- " ner difcredited and debafed, that they have been turned out of their employments, and " are gone to Europe.—In like manner, Mr. Sumner, who was my enemy, I have caufed " to be totally difregarded and neglected. As his late Excellency looked upon me as a " faithful dependant of his own, and fhewed me much favour, fo do you alfo regard me " as one of your fervants and well-wifhers, and freely acquaint me with all your wants; " and by the bleffing of God, I will accomplifh them. I am your well-wifher, and I will " do for you what is not in the power of any one elfe."

As you, my friend, are much better acquainted, than I am, with the fituation of circumftances of perfons in Calcutta, I beg you will fpeedily inform me, whether what Nobekiffen has been telling me of his own confequence, and relative to Mr. Sumner and Mr. Gray, &c.

&c. is really true or not, and speedily give me your advice in what manner I should behave to him, and what present I should make him—Although he professes attachment for me, and desires me to employ him in the management of my concerns; yet as I am credibly informed that he is closely connected with the Naib (Mahomed Reza Cawn) that the Naib has paid him very handsomely, and is often sending him various kinds of goods; and he is in consequence sincerely attached to him, and is frequently engaged night and day in consultation with him; I therefore do not give any credit to the professions he makes me, nor will I knowingly suffer myself to be imposed upon.—Consider this matter maturely, and write me your advice concerning it, and I will act accordingly.

No. 13.

Kind Sir and Brother,

I Received your pleasing letter, and am acquainted with the purport of it. Thanks be to God, I am very well, and very glad to hear you are the same.—I had been as far as Plassey, in order to meet the Nabob Ameer al Momalik Sabut Jung Bahader, and Munsoor al Muluk General Bahader, whom God preserve; and at last I had the meetings with great pleasure. On the 24th of this present month, Nabob Ameer al Momalik, the General, and Mr. Sykes, came into the castle, and the Begum sent for them by Hagee Sadut. At last they took a note of five lacks of rupees, in jewels, gold mohurs, and rupees, under the seal of the said Begum; which, after many pretexts was given to them, and they received it after many excuses. I have written this to you in order to make you acquainted with it.

Kind Sir, as you wrote me to acquaint Nabob Lud Saheb of my circumstances, by means of the Nabob General Bahadre, I shall act in every thing agreeably to the advice of you, my brother: but at this time Neokissen Munshy has been with me upon business. After setting forth his good wishes and gratitude, he by the way introduced the subject of his influence and favour with the Nabob, Lud Saheb, and expatiated much upon it.—By the purport of his conversation, I understood that there is no person who has more power and credit with the said Nabob, than the said Munshy; for, said he, "I have given honour "and exaltation before the said Nabob, to all the counsellors and great English gentlemen, "who bear a friendship for me; and Mr. George Gray, and the rest, who with pride and "insolence made no account of me, but bore me malice and hatred—I have got them so "degraded and dishonoured, that after being turned out of their posts, they are gone to Europe—In the same manner Mr. Sumner, who was an enemy of mine, I caused him to "be so disliked and distrusted, that he became acquainted with the end of his power. Since "(Jemah Ally) the late Nabob, looked upon me as a well-wisher, and one of his own servants, and did me much favour and kindness. You also, Sir, as the late Nabob did, will "please to regard me as one among the number of your servants and well-wishers, and order me, without hesitation, any affairs or business you may wish for, and, with the "blessing of God, it shall be done agreeably to your wishes; and those services to your "government, which will be done by me, it will not be possible for the power of any "other."

Seeing that you, my friend, are better acquainted with the men and situation of that place than I am, therefore I write you that whatever the said Munshy has said of his own credit and power, his degrading and turning out Mr. George Gray, &c. and rendering Mr. Sumner despicable, if this is really fact, you will let me know soon, and whatever you judge proper and fit to be done for the regard and favour of the said Munshy, write it to me.—Kind Sir, although the said Munshy pretends to be my well-wisher, and wants to manage my business himself, nevertheless, as it appears certain to me, from trusty people, that the said Munshy has a great regard and friendship for the Naib (meaning Mahomed Reza Cawn) and the Naib has given him something very handsome, and is frequently sending goods and things to him, and likewise as the said (Munshy) with heart and soul attends to the good of the said Naib, and in this place is sitting with him often whole days and nights, privately consulting together; on this account I cannot put confidence or trust in his words, and cannot be deceived with eyes open; and therefore, favourable Sir, having well weighed and considered this matter, whatever is proper advice, write me that I may act accordingly.—More: May the times be agreeable to you.

No. 14.

Agreement between the East-India Company, and the Right Honourable Lord Clive.

Preamble.

THIS indenture, made the fixth day of April, in the tenth year of the reign of our fovereign Lord George the third, by the grace of God, of Great Britain, France and Ireland, King, defender of the faith; and in the year of our lord one thoufand feven hundred and feventy; between the United Company of Merchants of England trading to the Eaft-Indies, of the one part, and the Right Honourable Robert Lord Clive, baron of Plaffey, in the kingdom of Ireland, and knight of the moft honourable order of the Bath, of the other part: Whereas Meer Mahomed Jaffier Cawn, deceafed, late Nabob of the kingdom or province of Bengal, did before his death, in the prefence of three witneffes (to wit) Najim al Dowla, his fon, Lady Begam, his wife, and Mehah Rajah Nundcomar, according to the form and manner of teftamentary acts ufed in that country, bequeath unto the faid Robert Lord Clive, out of the monies and effects which the faid Nabob had in his poffeffion, the fum of three lacks of rupees, 50,000 rupees in money, 50,000 rupees in jewels, and one lack in gold mohurs, in all five lacks of rupees, as by the contents of the faid bequeft contained in three certificates, made by the aforefaid witneffes, in the Pefian language, and the tranflations thereof into the Englifh language, now in the cuftody of the faid Company, may more fully appear: And whereas at the time of the faid Meer Jaffier's death, the faid Robert Lord Clive was at fea, on his voyage from England to India, and after his arrival in the province of Bengal, Najim al Dowla, eldeft fon of the faid Meer Jaffier, did, agreeably to the commands of his faid father, pay to the faid Robert Lord Clive the faid five lacks of ficca rupees, of the value of £.62,833. 6*s.* 8*d.* Sterling, which the faid Robert Lord Clive paid into the faid Eaft-India Company's treafury at Calcutta, at different times, in the year of our Lord one thoufand feven hundred and fixty-fix, and thereupon notes were figned to his Lordfhip for the fame five lacks of ficca rupees, carrying intereft after the rate of £. 8 per cent per annum fterling, until paid. And whereas the faid Robert Lord Clive, being zealous for the profperity of the faid Company, the fecurity of their territories, and territorial revenues in India, belonging to them, and their trade and commerce, which greatly depend on the bravery and conduct of the faid Company's troops, and confidering that the eftablifhment of a provifion for fuch of the officers and private men employed in the Company's fervice, as fhould be difabled by age, war, or difeafe contracted during their fervice, would tend to induce fit perfons to enter into the faid fervice, and encourage the bravery of the foldiery employed therein, hath propofed to the Court of Directors of the faid United Company to appropriate the intereft of the faid five lacks of rupees, for the fupport of a certain number of officers, non-commiffion officers, and private men, in the fervice of the faid Company, who from wounds, length of fervice, or difeafes contracted during their fervice, were unable or unfit to ferve any longer, and whofe fortunes might be too fcanty to afford the officers a decent, and the private men a comfortable, fubfiftence, in their native country; and alfo to make fome provifion for the widows of fuch officers and private men as fhould have been intitled to the faid bounty, or whofe hufbands fhould have loft their lives in the faid United Company's fervice: And whereas Syf ul Dowlah, the prefent Nabob of Bengal aforefaid, hath given to the faid United Company the fum of three lacks of rupees, as an addition to the above-mentioned fund: And whereas the faid three lacks of rupees were carried to account in the faid United Company's Treafury in the month of April one thoufand feven hundred and fixty-feven, and the faid Company's note for the faid three lacks of ficca rupees, amounting to the fum of £.37,700. fterling, carrying intereft after the rate of £.8. by the hundred, by the year, was iffued from the faid Company's treafury at Calcutta, payable to the faid Robert Lord Clive: And whereas the faid Robert Lord Clive hath alfo propofed that the faid Court of Directors, and their Succeffors, fhall be perpetual truftees of the faid fund of five lacks of rupees, as well as of the faid three lacks of rupees, for the due application and appropriation of the intereft and produce thereof;

thereof; which said trust the said Court of Directors have consented and agreed to accept of: And whereas it has been agreed by and between the said Robert Lord Clive, and the said Court of Directors, that the said eight lacks of rupees shall, from the twenty-ninth day of *September*, which was in the year of our Lord one thousand seven hundred and sixty-six, carry interest at and after the said rate of £.8. by the hundred, by the year, upon and subject to the several trusts, conditions, agreements, and provisoes hereinafter mentioned: And whereas the said Robert Lord Clive, in pursuance of the said agreement, hath delivered up the said cash notes for five lacks, and three lacks of rupees, to the said Court of Directors, to be cancelled: Now this indenture witnesseth, that for the better and more effectually carrying the aforesaid agreement into execution, it is hereby mutually covenanted, concluded, declared, and agreed, by and between the said Robert Lord Clive, and the said United Company, that the said eight lacks of rupees shall remain in the hands or treasury of the said United Company, who shall yearly and every year, at their house or office in Leadenhall Street, London, or in any other house or place where the business of the said Company shall be transacted and carried on, pay and allow the sum of £.8,042. 13*s*. 4*d*. of lawful money of Great Britain, for and in lieu of interest of the said eight lacks of rupees, being after the rate of £.8. by the hundred, by the year, to such persons, in such proportions, and for such purposes as are hereinafter mentioned, of and concerning the same. And it is further covenanted, concluded, and agreed upon, between the said parties, that the Court of Directors of the said United Company, and their successors, shall be perpetual trustees, subject to the agreements and provisoes hereinafter contained, of the said fund of eight lacks of rupees, for the due application and appropriation of the interest and produce thereof, from the twenty-ninth day of *September* last past, to and amongst, and for the relief and maintenance of European officers and soldiers, who shall become invalids or superannuated in the said United Company's service, and of their widows, and also the widows of such officers and soldiers as shall die in the said United Company's service, in the shares, dividends and proportions following (that is to say) To all commissioned and staff or warrant officers, one moiety or half part of the ordinary stated pay they were respectively intitled to whilst in commission or service; to all serjeants, corporals, and private men, the like pay is allowed and payable to the out pensioners of the same ranks or degrees belonging to Chelsea Hospital, and to the several widows of all such officers and soldiers, one quarter or fourth part of the ordinary stated pay their respective husbands were intitled to when in the said United Company's service, yearly and every year, during their several and respective natural lives: but it is declared, that the provisions hereby intended for such widows, shall be paid upon such certificates and testimonials only as the Court of Directors for that time being shall think reasonable or necessary to intitle them thereunto, and shall be payable during their respective widowhoods, but no longer; and in case of their intermarriages, then such provision shall from thenceforth cease. Provided always, and it is hereby further concluded and agreed upon, by and between the said parties, That no officer or soldier is to be or shall be entitled to any bounty or provision, under or by virtue of these presents, unless he shall, in the Judgment of the Court of Directors of the said United Company for the time being, be found disabled by wounds, or rendered incapable by age or other accidents, and unless he shall produce a certificate from and under the hand of his commanding officer, and of his being an invalid, and rendered incapable of further service in India, together with an approbation of such certificate, by the governor and council of the presidency where such officer shall have served; but nevertheless if any officer or soldier in the said Company's service, residing or being in *England*, shall apply to the said Court of Directors to be admitted to the said bounty or provision, the said Court of Directors shall admit such officer or soldier thereunto, if they shall adjudge him to be a proper object of such bounty. Provided also, and it is hereby further concluded and agreed upon, That the bounty or provision hereby intended for and in favour of the said officers, is only to extend to such of them as shall be obliged, through any of the misfortunes above-mentioned, to return to England in indigent circumstances; and that all and every such officers applying for the said bounty, shall, previous to their becoming intitled thereto, according to their several ranks or commissions, make oath in the most solemn manner, before the governor and council, to the purport and effect

The eight lacks to bear 8 per cent. interest.

Interest to be paid in London.

Court of Directors and their successors to be perpetual trustees.

The trust to commence from the 29th of September 1769.

To be for relief and maintenance of European officers and soldiers, invalids or superannuated, their widows, or widows of officers and soldiers dying in the service.

Commissioned, staff, or warrant officers, to have half the ordinary stated pay they were entitled to whilst in service.

Serjeants, corporals, and private men, the like pay as the Chelsea pensioners of the same degrees.

Widows of officers and soldiers one fourth of the ordinary stated pay their husbands enjoyed whilst in service; and to be paid yearly and every year during their natural lives.

Widows admitted on such testimonials only as the court of directors shall approve.

To continue during widowhood, and no longer.

No officer or soldier to be admitted, unless disabled by wounds, or rendered incapable by age or other accidents. The directors to be judges.

Officers and soldiers must produce a certificate from their commanding officer of their being invalids, and unfit for service in India; and an approbation of such certificate from the governor and council.

The court may admit petitioners in the Company's service, residing in England if they shall judge them fit objects.

A Colonel must swear he is not possessed of, or intitled to real and personal estate to the value of 4,000l. a Lieutenant Colonel, of 3,000l. a Major of 2,500l. a Captain of 2,000l. a Lieutenant of 1,000l. and an Ensign of 750l.

effect following (that is to say) A colonel shall swear that he or any person or persons in trust for him, is or are not seised or possessed of, or intitled unto any real and personal estate to the amount in value together of £.4,000.—A lieutenant colonel to the amount in value of £.3,000.—A major to the amount in value of £.2,500.—A captain to the amount in value of £.2,000.—A lieutenant to the amount in value of £.1,000.—and an ensign or cornet to the amount in value of £.750. And in case of the death of any officer of the ranks above-mentioned, in the said United Company's service, the widow of every such officer, before she shall be admitted to partake of the said bounty or pension, shall produce and lay before the Court of Directors of the said United Company, such evidence as to them shall seem reasonable, that her husband, under whom she derives such claim, did not die seised or possessed of real and personal estate to the amount herein before specified, according to his respective rank in the said service. Provided nevertheless, and it is further concluded and agreed upon, That the several persons applying for the benefit of the said fund or bounty shall be admitted and become intitled thereto, according to the times of their respective arrivals in England; and in case any disputes or differences shall happen or arise, touching or concerning the qualifications of persons claiming right to pensions under these presents, or the distribution thereof, or the times of their being respectively intitled thereto, such differences or disputes shall, from time to time, be decided and adjusted by the Court of Directors of the said United Company, and not otherwise. And whereas the interest due from the said United Company, upon the said cash notes herein-before mentioned, amounted on the twenty-ninth day of September last, to the sum of £.24,128: Now it is hereby further concluded and agreed by and between the said parties to these presents, That the said sum of £.24,128 shall remain in the hands of the said United Company in India, and shall be deemed and considered as capital, and shall carry interest from the said twenty-ninth day of September last, at and after the rate of £.8 by the hundred, by the year, which interest or yearly produce thereof shall be from time to time paid, disposed of, and distributed, by the Court of Directors of the said United Company, for the time being, in the first place for the discharging all incident charges and expences attending carrying into execution the fund hereby established, and subject thereto, unto and amongst such objects of charity, belonging to the said United Company's Military service, or the widows or families of such objects as the said Court of Directors shall in their discretions think fit. Provided also, and the said United Company do hereby covenant, promise, and agree to and with the said Robert Lord Clive, his executors, administrators, and assigns, That in case the said United Company shall at any time hereafter, by any means whatsoever, otherwise than by the fate of war, be dispossessed, or deprived of, or part with their territorial possessions in Bengal, and the revenues arising thereby, so that the Jaghire granted unto, and now enjoyed by, the said Robert Lord Clive, shall, during the term agreed upon between the said United Company and the said Robert Lord Clive, for the continuation thereof, cease to be paid unto his said Lordship, or his assigns, or in case the said United Company shall at any time before the year of our Lord one thousand seven hundred and eighty-four, cease to employ and maintain in their immediate pay and service, a military force in the East-Indies, then and in either of the said cases, the said United Company shall and will forthwith pay unto the said Robert Lord Clive, his executors, administrators, or assigns, at their treasury in Calcutta aforesaid, the full sum of five lacks of sicca rupees, to and for his and their own proper use and benefit, but subject nevertheless with the interest of the aforesaid three lacks of rupees in the proportion the said respective sums bear to each other, to the payment of all such pensions and annuities as shall at the time either of the aforesaid contingencies shall happen, be payable out of or chargeable upon the said trust fund; which said pensions and annuities it is hereby fully understood and agreed, shall continue to be paid and payable out of the interest of the said eight lacks of rupees, or such part thereof as shall be wanting and necessary, during the lives of the several persons then intitled thereto. And it is hereby further concluded and agreed upon between the said parties to these presents, that in case, at any time after the commencement of the said year of our Lord one thousand seven hundred and eighty-four, it shall so happen, that the said United Company shall have no military force in their actual pay and service in the East-Indies; that then and in such case the interest and produce of the said trust fund of

Widows must lay before the court satisfactory evidence, that their respective husbands did not die worth the sums above specified.

To be intitled from the times of their arrival in England.

All disputes or doubts concerning qualifications of petitioners, distribution, or times of payment, to be decided by the court of directors only.

Interest on the eight lacks due 29th September, 1769, value 24,128l. to be erected into a capital, and to carry 8l. per cent. interest from that time.

The contingent fund is to be appropriated for all incident expences of carrying the fund into execution, and for such objects of charity, belonging to the military, their widows or families, as the court shall think fit.

If the Company should lose, or part with their territorial possessions in Bengal, so that Lord Clive's jahire should cease before the term agreed upon, or if the Company should cease to maintain a military force in India before 1784, in either case the five lacks to be restored to Lord Clive, or his executors, but to be chargeable with their proportion of all the pensions assigned on the eight lacks generally.

If the Company employ no military force in India, after 1784, the interest of

of eight lacks of rupees, ſhall from thenceforth from time to time be applied, paid, and diſtributed, towards the ſupport, relief, and proviſion, of Marine officers and ſeamen, who ſhall become invalids or ſuperannuated in the ſaid United Company's ſervice, and the widows of ſuch of them as ſhall die in the ſaid ſervice, during their reſpective widowhoods only, in ſuch ſhares and proportions, in manner or form, as, in caſe ſuch event ſhall happen, ſhall be concluded and agreed upon between the ſaid United Company and the ſaid Robert Lord Clive, or his legal repreſentative or repreſentatives. And laſtly, it is hereby expreſsly ſtipulated and agreed, and the ſaid United Company do hereby covenant with the ſaid Robert Lord Clive, his executors, adminiſtrators, and aſſigns, that in caſe it ſhall happen that the ſaid United Company, after the commencement of the ſaid year of our Lord one thouſand ſeven hundred and eighty-four, ſhall ceaſe to employ a military force in their actual pay and ſervice in the Eaſt-Indies, and alſo Ships for carrying on their trade and commerce, then and in ſuch caſe, as ſoon as the ſaid event ſhall happen, the ſaid United Company ſhall and will pay unto the ſaid Robert Lord Clive, his executors, adminiſtrators, or aſſigns, for his and their own uſe, at their treaſury in Calcutta aforeſaid, the full ſum of five lacks of ſicca rupees, but ſubject nevertheleſs with the intereſt of the ſaid three lacks of rupees, in the proportion the ſaid ſums bear to each other, to the payment of all ſuch penſions and annuities, for the lives of the perſons then intitled thereto only, as ſhall at the time ſuch event ſhall happen be payable out of, or chargeable upon the ſaid truſt fund, according to the true intent and meaning of theſe preſents. In witneſs whereof the ſaid United Company have hereunto affixed their common ſeal, and the ſaid Robert Lord Clive hath ſet his hand and ſeal, the day and year firſt above written.

The eight lacks to be applied for relief of officers and ſeamen, invalids, or ſuperannuated, and the widows of ſuch of them as ſhall die in the ſervice, during widowhood only.

If after 1784, the Company ſhall ceaſe to employ either troops or ſhipping, they ſhall repay Lord Clive, or his executors, the five lacks, chargeable with the penſions that may then be upon them.

(Company's Seal.) (L. S.) Clive.

Sealed and delivered, being firſt duly ſtampt, by the within named Robert Lord Clive, in the preſence of

Richard Holt,
Thomas Morton.

General Regulations for tranſacting the Buſineſs of the Military Fund.

At a Court of Directors of the Eaſt-India Company, October 3, 1770.

The Court, having taken into conſideration the covenant between the Eaſt-India Company and the Right Honourable Lord Clive, for eſtabliſhing a fund for the relief of European officers and ſoldiers, invalids or ſuperannuated, their widows and the widows of officers and ſoldiers dying in the ſervice, reſolved, That the following rules and regulations, founded on the ſaid deed, and as nearly conformable as the nature of it will admit, to the regulations for paying the Chelſea penſioners, are proper to be obſerved in tranſacting the buſineſs of this fund; and that the paymaſter thereof do govern himſelf thereby, in paying ſuch penſions as ſhall be aſſigned upon the ſame.

I.

That every petitioning officer and ſoldier ſhall produce a certificate from his commanding officer, of his being an invalid, and rendered incapable of further ſervice in India, together with an approbation of ſuch certificate, by the governor and council of the preſidency where ſuch officer or ſoldier ſhall have ſerved.

Taken from the Deed.

II.

That every commiſſioned officer ſhall previouſly make oath before the governor and council, *viz.* a colonel, that he or any perſon in truſt for him is not poſſeſſed of, or intitled to, real and perſonal eſtate to the value of £.4000—A lieutenant colonel of £.3000—A major of £.2500—A captain of £.2000—A lieutenant of £.1000—and an enſign of £.750.

Taken from the Deed.

F III.

III.

Taken from the Deed.

That all commiſſioned, ſtaff or warrant officers ſhall have half the ordinary ſtated pay they enjoyed whilſt in ſervice.

IV.

The King's artillery are paid in this manner.

That ſerjeants belonging to the Artillery ſhall receive nine-pence per day, and ſuch as have loſt a limb one ſhilling per day: private men of the Artillery ſix-pence per day, and ſuch as loſe a limb nine-pence per day.

V.

The ſame pay as the Chelſea penſioners receive.

That all other non-commiſſioned officers and private men ſhall have four-pence three-farthings per day.

VI.

Taken from the Deed.

That all officers and private men ſhall be intitled from the times of their reſpective debarkations in England.

VII.

The King's officers are paid in a ſimilar manner.

That commiſſioned officers ſhall only be paid as their penſions become due, and ſhall receive at the Company's office in London only, either in perſon, or by power of Attorney, half-yearly at Midſummer and at Chriſtmas.

VIII.

The Chelſea penſioners are paid in this manner.

That non-commiſſioned officers and private men ſhall, immediately upon admiſſion, be paid in advance for the remaining number of days of the current half year, and at the expiration thereof every ſucceeding half year in advance.

IX.

The ſame regulations as is obſerved at Chelſea.

That non-commiſſioned officers and private men, reſiding within twenty-five miles of London, ſhall be paid at the Company's office in London, and not otherwiſe.

X.

Founded upon the Chelſea regulations.

That ſuch non-commiſſioned officers and private men as reſide at a greater diſtance from London, or in Scotland or Ireland, be paid at ſuch times, by ſuch perſons, and in ſuch manner, as the Court of Directors ſhall, from time to time, find convenient, in perſon and not otherwiſe.

XI.

This anſwers to the certified copy of their diſcharge given to the Chelſea penſioners on admiſſion.

That non-commiſſioned officers and private men ſhall receive on admiſſion a certificate thereof, ſigned by the paymaſter of this fund, containing a deſcription of ſuch penſioner, his age, and other particulars; which certificate the penſioners ſhall exhibit to the perſons directed to pay them, each time of payment, and no penſion ſhall be paid, unleſs this certificate is produced by the penſioner.

XII.

The ſame rule is obſerved with the Chelſea penſioners.

That country penſioners ſhall receive in advance for the firſt half year, from Midſummer or Chriſtmas next enſuing the date of their admiſſion, on producing the above certificate only to the perſons appointed to pay them; but immediately after receiving ſuch firſt half-yearly payment, every penſioner ſhall make two affidavits of the ſame tenor and date, before a Magiſtrate, conformably to the printed inſtructions he ſhall receive from the paymaſter of this fund; one of which affidavits muſt be tranſmitted to the ſaid paymaſter in London, in ſuch manner as the Court of Directors ſhall from time to time direct; the other muſt be exhibited to the perſon that ſhall be empowered to pay him, together with the penſioner's certificate of admiſſion, which vouchers will intitle ſuch penſioner to receive again in advance, at the expiration of the half year. Theſe affidavits muſt be repeated, and ſent to London twice a year, immediately after Midſummer and Chriſtmas.

XIII.

The rule at Chelſea.

That no penſioner ſhall be paid in the Country, unleſs the abovementioned affidavit has been timely received by the paymaſter of this fund in London.

XIV.

Taken from the Deed.

That if a penſioner does not appear to claim his penſion for three half years, he ſhall be conſidered as dead, and his name be omitted in the half-

half-yearly warrant; but if fuch penfioner fhall afterwards appear perfonally at the Company's office in London, or furnifh fatisfactory proof otherwife to the Court of Directors of his being alive, he fhall again be put on the lift, and receive all arrears.

XV.

That widows of commiffioned officers muft lay before the court fuch evidence as to them fhall feem reafonable, that their hufbands, under whom they derive their claim, did not die poffeffed of real and perfonal eftate to the amount fpecified in regulation the fecond, according to their refpective ranks in the fervice. Taken from the Deed.

XVI.

That widows of commiffioned officers be paid in perfon, or by power of Attorney, at the Company's office in London only. The fame as the officers.

XVII.

That widows of non-commiffioned officers and private men fhall prove their marriage to the fatisfaction of the Court of Directors.

XVIII.

That widows of non-commiffioned officers and private men, refiding within twenty-five miles of London, fhall be paid at the Company's office in London only; and thofe who live at a greater diftance fhall be paid in the fame manner, and upon the fame half-yearly affidavits, as the men; and in either cafe they fhall receive in perfon, and not otherwife, as in articles XI. and XII.

XIX.

That the penfions granted to widows fhall continue during their widowhood, and no longer.

XX.

That the penfions of commiffioned officers and their widows fhall be paid neat, without any fee or deduction whatever.

XXI.

That the penfions of fuch non-commiffioned officers, and their widows as receive in perfon, in London, fhall be paid neat, without any fee or deduction whatever.

XXII.

That fuch of the non-commiffioned officers and private men, and fuch of their widows, as are paid in the country, fhall each time allow one fhilling to the perfon that pays them, for his trouble.

XXIII.

That in cafes of infanity, fatisfactory proof be made thereof to the Court of Directors, and the penfion paid to a churchwarden, in behalf of the parifh, towards the penfioner's fubfiftence.

Inftructions for the Penfioners on the Fund eftablifhed for Relief of the Honourable Eaft-India Company's Military, &c.

All non commiffion officers and private foldiers admitted penfioners on the above fund, refiding within twenty-five miles of London, muft receive in perfon at the Company's office there; and fuch as live at a greater diftance from London than twenty-five miles, as well as thofe in Scotland and Ireland, are hereby required and directed, that early in the months of April and October, every year, they do apply themfelves to one of his Majefty's juftices of the peace, in the neighbourhood where they refide, and make two affidavits of the following tenor, and of one date, which affidavits the Court of Directors of the Eaft-India Company requeft the faid magiftrate to fign and date, viz,

came before me, one of his Majefty's juftices of the peace for the county of and made oath that he was admitted a penfioner on the military fund of the honourable Eaft-India Company, the day of 17 was then aged about years, and was difcharged for and now lives in the parifh of in the county of

Sworn before me, this day of 17

One

One of the two affidavits drawn according to the above form fworn before, dated and attefted by a magiftrate, is to be fent by the General poft, directed (till further orders) " To the pay-" mafter of the honourable Eaft-India Company's military fund, at the Eaft-India Houfe, " London ;" the other affidavit, of the fame tenor and date, the penfioner muft keep to fhew, together with his certificate of admiffion, figned by the paymafter, to the perfon who fhall be empowered to pay him in the country.

The above-mentioned affidavits muft be made and tranfmitted to London in April and in October, fo as to be received by the Company's paymafter full two months before the 25th of June and the 25th of December refpectively. They muft be drawn on one piece of paper, big enough to fold up in the form of a letter, and the above direction wrote on the back thereof, to avoid unneceffary expence of poftage.

No penfioner will be paid unlefs the above-mentioned affidavit has been timely received, twice a year, by the paymafter of this fund in London ; nor unlefs the other affidavit of the fame date as well as the certificate of admiffion, are produced by the penfioner every time of payment.

All penfioners are to take particular notice, that neither the whole, nor any part of their penfion money will be paid at any time, nor under any pretence whatever, to any other perfon or perfons than themfelves only ; confequently they cannot commiffion or empower any one to receive for them ; and no receipts, acknowledgements, or affignments for money, any penfioner may borrow on his penfion, will be difcharged, or paid any regard to, by the paymafter of this fund. But proper care will be taken that the penfioners themfelves fhall be regularly paid twice a year, in whatever part of England, Scotland, or Ireland, they may refide, provided they duly obferve the orders and directions contained in thefe inftructions.

Every penfioner who receives in the country, is to allow one fhilling each time of payment, to the perfon he is paid by.

No. 15.

Moorfhedabad, 17th December, 1770.

At a Confultation; PRESENT,

Richard Becher, Efquire, Prefident,
James Lawrell, and
John Graham Efquires.

From the Beghum.

THE reafon of the Nabob Muzzer Jung's enmity and refentment is this; when Lord Clive came up the country he borrowed the fum of fix lacks of rupees for which he gave a Tuncawn Muzzafer Jung, three lacks of which having difcharged to me, I paid it to Syf ul Dowlah, which has exalted his difpleafure ; and the remaining three lacks due on that account, as well as two lacks of the prefent arrears, he procraftinates payment of ; and in order to fink this money for his own benefit, has bound his loins with enmity, to the utter ruin of my affairs, and to involve me in difgrace and contempt : you will pleafe to confider, gentlemen, what the Nabob, Sabut Jung (Lord Clive) affigned for the fupport of my honour and credit ; who is he that oppofes and counteracts his decrees ? As I am acquainted with the affairs of the houfhold ; fearful of difcovery, he has placed me in obfcurity, and appointed ignorant people to authority, who have lengthened the hand of ufurpation upon the treafure and jewels. The reafon I have not before reprefented my fituation is, the Nabob Muzzuffer Jung's accompanying Mr. Becher, when he came to vifit me, by which means I was deprived of an opportunity of fpeaking with him ; but fince, to my good fortune, Mr. Reed, Mr. Lawrell, and Mr. Graham are now arrived, and in their vifit adminiftered me comfort : I efteemed it the luckieft of moments; and, after having fent away Mobarek ul Dowlah, who at other times never came near me, and only accompanied the gentlemen at the incitement of my enemies, I revealed to them particularly the uneafinefs of my heart. For your information I have likewife now wrote you the particulars of my cafe, in hopes that you will yield me redrefs, otherwife I fwear by God and Jefus Chrift, that I will leave Moorfhedabad to go to the committee, becaufe living in this difgrace is worfe than death.

At a Confultation at Moorfhedabad the 3d of January, 1771 ; PRESENT,

Meffieurs { James Lawrell, Prefident.
John Graham.

The Naib Subah delivers in the following anfwer to the reprefentation of Mhunny Begum :

The affair of the fix lacks of rupees is this : In the time of Nudjum ul Dowlah, Lord Clive, through my means, borrowed of him fix lacks of rupees in Calcutta, and directed me

me to repay it from the Khalſah. After Nudjum ul Dowlah's death, before my departure to Azimabad, I accordingly granted a Tuncaw for this ſum, three lacks of which were paid and lodged in the Mehalſerai of Mhunny Begum; but on meeting Lord Clive at Mongheer, on his way down from the preſence, he informed me of his having paid three lacks as Piſhcaſh, on procuring Sunnuds for the appointment of Syf ul Dowlah to the Muſnud, and directed me to write an order not to diſcharge the balance of the Tuncaw, which has been inſerted in the King's accounts with Syf ul Dowlah.

No. 16.

Extract of a Letter from the Right Honourable Lord Clive to the Committees of Treaſury and Correſpondence, dated 28th Auguſt 1767.

Par. 33. BEFORE I conclude, you will permit me to ſuggeſt to you the expediency of ſettling, as ſoon as poſſible, the legacy of five lacks of rupees left to me by the Nabob Jaffier Ally Cawn, in the manner I propoſed in my letters to the Council at Fort William, dated 8th April 1766, and 19th January 1767, viz. as a fund for the maintenance of officers and ſoldiers diſabled or ſuperannuated in the Company's ſervice, and likewiſe for their widows. The donation of three lacks from the preſent Nabob in aid of that fund will allow the bounty to be extended to all your ſettlements in general, and I think that its being finally regulated and publicly known, will greatly tend to the ſpeedy ſupply, as well as encouragement of the officers and men now wanting to complete your Military eſtabliſhment, on any day you may be pleaſed to appoint. I will ſend my lawyers to confer with yours upon the ſubject, and adjuſt every neceſſary regulation for the propoſed penſions without delay.

No. 17.

Berkley Square, 16th January 1768.

Gentlemen,

YOU are not unacquainted with the fund which I propoſe to eſtabliſh for the maintenance of ſuperannuated and invalided officers and ſoldiers, and their widows. In my letter to the Committees of correſpondence and treaſury of the 28th of Auguſt laſt (an extract of which I encloſe) I expreſſed my deſire that the regulations might be ſpeedily ſettled; but having not received any anſwer from them, I now think proper to addreſs you upon this ſubject. My idea, you will obſerve, was, that the Court of Directors ſhould be truſtees for the fund. What I have at preſent to requeſt, is, that you would be pleaſed to ſignify to me your reſolution to undertake, or to decline this truſt; more eſpecially as I am under an immediate neceſſity of going abroad for my health, and ſeveral proper objects have petitioned me for the penſion. The advantages to the Company's ſervice, as well as the happineſs of individuals, are ſo intimately connected with the execution of this plan, that I cannot but be impatient to ſee it completed.

I have the honour to be, with great reſpect,
Gentlemen,
Your moſt obedient humble ſervant,

CLIVE.

To the honourable the Court of Directors for affairs of the honourable United Company of Merchants of England trading to the Eaſt-Indies.

No. 18.

CASE.

AT the unanimous requeſt of a General Court of Proprietors of Eaſt-India Stock, Lord Clive accepted the government of Bengal in May 1764; and in conformity to a new regulation in that Month propoſed and eſtabliſhed, executed covenants with the Eaſt-India Company before he left England: The form of which is hereunto annexed, No. 1, and 2.

Lord Clive ſailed from England the 4th of June 1764, and arrived in Bengal the 3d of May 1765.

The Nabob of Bengal, Meer Mahomed Jaffier Cawn, by a verbal will (copies of the atteſtations whereof are hereunto annexed, No. 3, 4, and 5,) left to Lord Clive a legacy of five lack of rupees, in teſtimony of the great regard and friendſhip he had for Lord Clive, and in gratitude for the many important ſervices formerly rendered the Nabob by his Lordſhip.

The

The Nabob died the 5th of February 1765; Lord Clive being then on his Voyage could have no knowledge of the Nabob's intention, nor can any fufpicion arife by his Lordfhip having influenced the Nabob in his favour.

Although Lord Clive might have declined accepting the donation until he had been out of the fervice, when the covenant could not bind him, yet he immediately accepted it with a declared purpofe to eftablifh the fame as a fund for the fupport of invalid officers and foldiers in the Company's fervice, and their widows, and offered to confirm the fund by a proper inftrument or deed of gift for ever, agreeable to the due forms of law, unlefs the Company fhould claim and be able to prove a right to the legacy under the above-mentioned covenants, or otherwife. Copies and extracts of letters, and other papers relating to this matter, are alfo herewith left for your confideration, No. 6.

If Lord Clive had not accepted the government of Bengal, the Eaft-India Company could not have had any pretence to claim this legacy. And though Lord Clive was actually governor and prefident at the time he accepted it, yet neither his offices, nor the pay or emoluments belonging to them, commenced till his arrival in Bengal, although the Company paid the expences of his paffage thither; and as the bounty intended by the Nabob to Lord Clive was a teftamentary act out of perfonal regard for him, and for fervices rendered the Nabob feveral years before the covenant fubfifted, and as his Lordfhip was not, at the time it was given, in the actual exercife of either of the offices to which he was appointed, your opinion is defired.

Whether Lord Clive, under the circumftances of this cafe, is entitled to the above-mentioned legacy without the confent of the Court of Directors of the Eaft-India Company.

I am of opinion that Lord Clive, under the circumftances of this cafe, is entitled to the above-mentioned legacy, without the confent of the Court of Directors of the Eaft-India Company; and that the covenants could never be intended to reftrain thofe who executed them from receiving a legacy left (as in the prefent inftance) as an honourable mark of gratitude, friendfhip, and efteem.

FLETCHER NORTON.

Lincoln's Inn, 6th May, 1769.

No. 19.

Extract of the Company's General Letter to Bengal, dated the 16th of March 1768.

136. ALTHOUGH we are of opinion that by the fpirit of the covenants entered into by Lord Clive, he could not accept of the legacy bequeathed him by the Nabob Meer Jaffier, without our confent; yet confidering the benevolent purpofes to which his Lordfhip intends it to be applied, we do permit him to accept the fame for the ufes propofed: And we fhall upon his Lordfhip's return from abroad, confider of fuch further meafures as may be proper for carrying the fame into execution; which will be communicated to you in our next advices.

137. It is with great pleafure we obferve the Nabob has given the fum of three lacks towards the extenfion of this beneficent defign; and he is to be acquainted, it gives us the ftrongeft impreffions of his generofity.

No. 20.

STATE of the Eaſt-India Company's Military Fund, with a particular Account of the Diſtribution.

STATE of the Capital Military Fund of £.100,533 : 6 : 8, at Chriſtmas, 1772. Annual intereſt £.8,042.

	£.	s.	d.		£.	s.	d.
To 3¼ Years Intereſt, at 8 per Cent. from 29th September, 1769, to Chriſtmas, 1772	£.26,136	10	—	By Caſh paid in Penſions from 29th September, 1769, to Chriſtmas, 1772	£.3,046	8	—
				By Balance	23,090	2	—
					26,136	10	—

STATE of the Contingent Military Fund of £.24,128, at Chriſtmas, 1772. Annual Intereſt, £.1930.

	£.	s.	d.		£.	s.	d.
To 3¼ Years Intereſt, at 8 per Cent. from 29th September, 1769, to Chriſtmas, 1772	£.6,272	10	—	By Caſh paid for Gratuities and other incident Expences, from 29th September, 1769, to Chriſtmas, 1772	£.2,512	19	—
				By Balance	3,759	11	—
					6,272	10	—

Standing Charges on the Capital Military Fund at Chriſtmas, 1772.

			£.	s.	d.
1	Captain of Artillery		£.100	—	—
6	Captains of Infantry	at 5s per Day	547	10	—
2	Lieutenants of Ditto	at 2s 6d	91	5	—
1	Enſign	at 2s	36	10	—
2	Widows of Lieutenant Colonels	at 5s	182	10	—
3	Widows of Majors	at 3s 9d	205	6	3
4	Widows of Captains	at 2s 6d	182	10	—
5	Widows of Lieutenants of Infantry	at 1s 3d	114	1	3
1	Widow of a Lieutenant of Artillery	at £.25 per Ann.	25	—	—
1	Widow of a Lieutenant Fireworker	at 1s per Day	18	5	—
1	Widow of an Enſign	at 1s	18	5	—
1	Widow of a Maſter Gunner	at £.15 per Ann.	15	—	—
93	Private Men of the Infantry	at 4d¾ per Day	671	16	6¾
9	Artillery Men	at 9d	123	3	9
3	Ditto	at 6d	27	7	6
2	Widows of Private Men	at 2d½	7	12	1
			£.2336	2	4¾

Standing Charges on the Contingent Military Fund, at Chriſtmas, 1772.

		£.	s.	d.
Annual Allowance to the Widow of Colonel Ford		£.200	—	—
Additional Allowance to the Widow of Major Gouin		52	10	—
Ditto to the Widow of Major Kinneer		31	11	3
Ditto to Enſign Simſon	at 6d per Day	9	2	6
Ditto to Serjeant Nooney	at Ditto	9	2	6
Ditto to Serjeant Fitzgerrald	at Ditto	9	2	6
Annual Allowance to Miſs Buchanan		35	—	—
Ditto to Thomas Pearce		3	12	6
Salaries		210	—	—
Houſe Rent and Taxes		30	—	—
Allowance for Maid Servant		20	—	—
Coals, Candles, and other Trifles		20	—	—
		£.630	1	3

John Christopher Roberts, Clerk and Paymaſter to the Military Fund.

No. 21.

THIS is to certify, That on the twelfth day of October, in the year of our Lord one thousand seven hundred and sixty-six, Mr. Simeon Droz did appear before me Samuel Middleton, one of his Majesty's Justices of the peace for the Town of Calcutta, and districts thereof, at the English Factory House in Patna, and make oath to the following effect:

" That immediately after the demise of the Nabob Jaffier Aly Khan, late Suba of the " kingdom of Bengal and provinces of Bahar and Orixa, he, to the best of his recollection " (and knowledge at that time in the Hindostan language) did hear Maharage Nundcomar, " then Duan of the provinces, declare to Captain John Stables, and some other gentlemen, " in Moradbaug gardens, that the Nabob, a few moments before his death, earnestly and " repeatedly urged Nabob Nezam ul Dowlah his son, and the said Duan, to present to the " Right honourable Lord Clive, on his arrival in Bengal, the sum of five lack of rupees, as " a testimony of his regard for him; he (the said Jaffier Aly Khan) adding that had he lived " till his Lordship's arrival, 'twas his intention to offer the above-mentioned sum of five " lacks of rupees to him."

" SAMUEL MIDDLETON."

No. 22.

My Lord,

I WAS this day honoured with your letter of the 4th instant.

Your Lordship was misinformed with regard to my being present when Myr Jaffier directed the sum of five lacks of rupees to be paid to you by way of legacy.—I only happened to be present when Nundcomar mentioned the circumstance to Captain Stables, and some other gentlemen, at Moradbaug.

I herewith enclose to your Lordship my deposition upon oath, made before Mr. Middleton wherein I have fully declared all that came to my knowledge relative to this matter.

I am, with great respect,
My Lord,
Your very obedient, and
Most humble servant,
SIMEON DROZ.

Patna.
October 12th 1766.

The Right honourable Lord Clive.

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